

Subject: I-89 Park & Ride and Bus Terminal FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Account Number, Completion Date, Price Limitation, Signatures, and Acknowledgements.

8. EVENT OF DEFAULT/REMEDIES.

Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole-expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

EXHIBIT A SCOPE OF SERVICES

The Contractor will complete the following tasks:

1.1 Public Involvement

The UVLSRPC will execute a Public Involvement Plan (PIP) as presented in its proposal to NHDOT to communicate information about a wide range of activities that are involved in the site evaluation and development of a new Intermodal Transportation facility in the Upper Valley. The UVLSRPC will communicate through public meetings, internet, email, media, and other forms as described in its proposal to the NHDOT.

The Upper Valley Lake Sunapee Regional Planning Commission will act as facilitator for public involvement and assist NHDOT with administrative staff support necessary to complete the site evaluation, including developing a Request for Proposals for the project consultant(s). UVLSRPC personnel will also act as staff to the Project Advisory Committee, including developing meeting agendas, minutes, and coordinating public outreach with the Upper Valley Transportation Management Association. UVLSRPC will also be represented as a stakeholder on the Project Advisory Committee.

The project consultant(s) under contract to UVLSRPC will provide technical analysis to the Project Advisory Committee. The consultant(s) will review and analyze alternative sites in the Upper Valley for the location of an intermodal transportation facility. The consultant(s) will identify scoping issues and permitting needs in detail for all identified alternative sites, consistent with a Request for Proposals to be developed by NHDOT and UVLSRPC and approved by the Project Advisory Committee. Upon the selection of a preferred site, and approval of that site by NHDOT, the consultant(s) will design the intermodal transportation facility in sufficient detail to support an environmental document as required by the National Environmental Policy Act (NEPA) and begin the permitting process.

A Public Outreach Team will consist of UVLSRPC, NHDOT, and Upper Valley Transportation Management Association (UVTMA) staff. The UVTMA is a non-profit coalition of Upper Valley communities and businesses seeking to reduce reliance on single-occupant vehicle travel in the Upper Valley. The Public Outreach Team will be tasked with providing staff support to the PAC in developing outreach materials and communicating with local organizations, advocacy groups, and the media about the project.

The UVLSRPC will facilitate several types of meetings over the course of this project, according to meeting procedures submitted in its proposal to the NHDOT:

Project Advisory Committee (PAC) meetings will obtain input from the PAC and facilitate the flow of information and ideas between the project team and public at-large.

Public informational meetings will provide a forum of direct public input in the alternatives analysis process. The meetings will be widely advertised within the community with notices posted in prominent public places. Advertisements of the meeting will also be included in several local and regional newspapers, as detailed in the Media section of the Public Involvement Plan. Meeting notices will also be mailed to local, regional, and state officials.

1.2 Project Meeting Schedule

The project meeting schedule is detailed below. The schedule is approximate and subject to change. Additional

interim meetings may be necessary to reach consensus on certain items prior to advancing forward to the next step. It is anticipated that the site analysis, preliminary engineering and design process will be completed in approximately 12 months.

Meeting	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
PAC Meeting #1	■											
PAC Meeting #2		■										
Public Informational Meeting #1		■										
PAC Meeting #3			■									
Public Informational Meeting #2				■								
PAC Meeting #4					■							
PAC Meeting #5							■					
PAC Meeting #6										■		
Public Informational Meeting #3										■		
PAC Meeting #7											■	
Public Informational Meeting #4												■

2.1 Consultant (subcontractor) scope

The UVLSRPC’s consultant will work cooperatively with UVLSRPC, UVTMA, and NHDOT to ensure that a comprehensive public involvement process occurs throughout the study, as detailed in the Public Involvement Plan. The site review will include an extensive public involvement process.

2.2 Purpose and Need

The consultant will review previous planning studies and transportation demand management efforts, including, but not limited to: Lebanon’s City Transportation Master Plan, the Route 120 Corridor Management Plan, Dartmouth College’s Transportation Demand Management (TDM) program, Upper Valley Rideshare program, and the Grafton County Public Transit-Human Services Coordination Plan. Following the process detailed in the project’s Public Involvement Plan, the consultant, working in cooperation with the NHDOT and the Project Manager, will develop a Statement of Purpose and Need for the facility, within the context of the Upper Valley and the general vision developed for the region through previous public involvement and planning processes.

2.3 Transit Operations

The consultant will review previously developed needs studies (if any) for the intercity transit providers, local public transit providers, and the human service transportation providers, where necessary, to ensure that as a minimum the program will include the following:

- Identification of all providers
- Description of provider services, users, etc.
- Evaluation of existing facilities and providers’ potential to use the proposed facility
- Determination of the space needs and requirements of providers
- Determination of how this facility affect their ridership in the future
- Determination of typical daily/annual current and projected passenger usage for inter-city bus, local public transit, and human service transportation providers, expected at the facility including boardings, alightings, number of transfers at the location and other intermodal transfer information
- Determination of parking requirements (short term and long term)
- Description of amenities to be provided at the proposed facility
- Outline of hours of operation and staffing of the facility

- Determination of potential users of the facility

Where applicable, the consultant shall provide a breakdown for the above items to distinguish between transit and non-transit uses.

2.4 Site Analysis

The consultant will review previous planning studies and efforts in order to document the process used in selecting the alternative locations for the intermodal transportation facility. The consultant may, upon the directive of the Project Advisory Committee, review and analyze alternative sites in both New Hampshire and Vermont. The consultant will review and analyze at least two sites, and no more than 6 sites in total.

2.5 Issues Identification

The consultant will identify “scoping” issues and possible permit needs in detail for all identified alternative sites. The issues will include at least the following:

- Consistency with FTA funding requirements
- Consistency with previous public involvement and planning efforts
- Municipal Concerns
- Landowner/Public Concerns
- Historical uses of the property
- Natural Resource Issues
- Cultural/Historical Resource Issues
- Socio/Economic Issues
- Coordination with other Projects
- ADA/NH State Standards Compliance
- Hazardous Waste
- Federal, State and Local permit requirements
- Consistency with state downtown investment policies and other applicable State targeted investment policies
- Consistency with Town and Regional Plans
- Consistency with the current New Hampshire Intermodal Transportation Plan and Statewide Long Range Transportation Plan
- Proximity of public water and sewer
- How transit and non-transit parking requirements can be addressed
- Continued operations and maintenance requirements
- Traffic impacts to the highway network
- Impacts to private businesses

Areas of sensitivity will be identified and mapped that include wetlands, historic sites, structures, and districts; archaeological sensitive areas; recreational areas or refuges [4(f) properties]; wilderness areas [6(f) properties]; agricultural land, fish and wildlife habitat; flood plains; endangered species/habitat; and hazardous waste sites. The consultant will document in the report the method used to evaluate the severity of the issue or impact for all identified alternative sites.

2.6 Utility and Right-of-Way Research

The consultant will obtain plans from public and private utilities within project limits and all information for present and proposed future facilities will be plotted on drawings to identify potential conflicts. Property ownership and easements will be researched and documented for all identified alternative sites.

2.7 Conceptual Drawings

The consultant will develop conceptual drawings and site plans for each alternative in sufficient detail to facilitate the evaluation of the benefits and constraints of each in order to choose a preferred site. The site plan must be sure to include the facility, parking, roads, topography, natural features and connections to the highway network as well as other items typically found on a site plan.

2.8 Operational issues

The consultant will research and identify options for the following:

- Ownership and control of the facility
- Operation and maintenance of facility
- Incorporation of public transit/human service transportation coordination capacity within the facility
- Users that have committed to use the facility and what form the commitment takes

2.9 Cost Estimates

The consultant will develop preliminary cost estimates for all sites identified in the study in order to budget for design and construction, as well as operation and maintenance, which will include the following:

- Costs to acquire the site
- Design and construction costs
- Operation and maintenance costs

2.10 Preferred Site

The consultant, working cooperatively with NHDOT and the Project Advisory Committee (PAC), will select a preferred site per the process detailed in the project's Public Involvement Plan. The preferred site must ultimately be approved by the NHDOT.

The transportation facilities proposed for the selected site will be designed in sufficient detail to submit required environmental document(s) and begin the permitting process, accompanied by design drawings. A schematic/context plan shall be provided which depicts the location of the preferred site within the context of its geographic and physical surroundings.

Once the drawings are complete, the plans and related information will be sent by the Project Manager to the resource agencies and the NHDOT (on the traffic impact to the highway network) for written comments. At this time, if deemed necessary, a site visit for resource agencies and NHDOT will be scheduled.

Products:

- Design drawings for submission through NEPA process and permitting
- Schematic/Context Plan
- Written comments from resource agencies

2.11 Cost Allocation and Funding Sources

The consultant will identify, for the preferred alternative, the following:

- Cost allocation for capital and long term operating and maintenance costs for both transit and non-transit uses.
- Public and private sources of funding for identified cost allocations. This will address unmet needs for funding, if any, and what sources are anticipated and/or available to meet these needs.

2.12 Final Report

The consultant will provide (1) twenty-five bound copies of the final report; (2) one unbound original copy of the final report capable of being reproduced by a typical office photo-copier; (3) a digital copy of the final report in a commonly accessible format and medium; and (4) all background information used for and developed through the feasibility study.

Products:

- Upper Valley Intermodal Transportation Facility Site Analysis Final Report
- Background information for the Study

PROJECT BUDGET		
<i>Agency</i>	<i>Task</i>	<i>Amount</i>
Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC)	Project Manager/Execute Public Involvement Plan	\$46,910
Upper Valley Transportation Management Association (UVTMA)	Assistance with Executing Public Involvement Plan	\$15,090
Project Consultant(s)	Site Analysis, preliminary engineering and design	\$183,000
TOTAL		\$245,000

Notes:

- 1) UVLSRPC will serve as Project Manager, and will coordinate efforts with the NHDOT Bureau of Rail and Transit. The UVTMA and project consultant(s) will serve as sub-contractors to UVLSRPC.
- 2) UVLSRPC and UVTMA will complete the scope of work detailed in "Section 1.1 Public Involvement Plan."
- 3) The project consultant(s) will complete the scope of work detailed in "2.4 Site Analysis Scope of Work."
- 4) The anticipated timeline for completion of the Public Involvement Process is detailed in Section 1.2 of Public Involvement Plan."
- 5) The anticipated timeline for completion of "2.4 Site Analysis Scope of Work" is one year from contract signing.

The completion date of this agreement is June 30, 2010.

**EXHIBIT B
BUDGET**

The Contract Price shall be \$245,000, \$196,00 in Federal funds and \$49,000 State match as included in the project budget:

NH DOT (FTA Funds)	\$196,000
<u>State (20% Match)</u>	<u>\$ 49,000</u>
Project Total	\$245,000

Funds are contingent upon Federal and State appropriations.

EXHIBITS TO CONTRACT

EXHIBIT A	Scope of Services
EXHIBIT B	Budget
EXHIBIT C	Certificate of Good Standing Waiver
EXHIBIT D	Certificate of Corporate Vote
EXHIBIT E	Insurance Waiver
EXHIBIT F	Required Federal Clauses

EXHIBIT C
Certificate of Good Standing

Regional Planning Commissions do not need certificates because they are "political subdivisions" under RSA 36:49-a.

EXHIBIT D

**Certificate of Authority
See attached**

EXHIBIT E
INSURANCE CERTIFICATE

Insurance requirements waived for this agreement with Upper Valley Lake Sunapee Regional Planning Commission.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES*Applicable to: All Contracts***No Obligation by the Federal Government.**

1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307***Applicable to: All Contracts*

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL CHANGES
49 CFR Part 18*Applicable to: All Contracts*

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NHDOT / NHDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS**29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.***Applicable to: All Contracts*

The following requirements apply to the underlying contract:

1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49

U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

TERMINATION**49 U.S.C. Part 18, FTA Circular 4220.1E***Applicable to: All Contracts in excess of \$10,000*

a. **Termination for Convenience (General Provision)** NHDOT may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NHDOT to be paid the Contractor. If the Contractor has any property in its possession belonging to the NHDOT, the Contractor will account for the same, and dispose of it in the manner NHDOT directs.

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, NHDOT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by NHDOT that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, NHDOT, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** NHDOT in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NHDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from NHDOT setting forth the nature of said breach or default, NHDOT shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NHDOT from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** In the event that NHDOT elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NHDOT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which NHDOT is located.

Rights Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NHDOT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

LOBBYING

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Applicable to: Contracts over \$100,000

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 14771 (4/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified in U.S.C. 1601, et seq.)

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

CLEAN AIR

42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

Applicable to: Contracts over \$100,000

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees

that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicable to: Contracts over \$100,000

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 49 CFR Part 18

Applicable to: All Contracts

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

AMERICANS WITH DISABILITIES ACT (ADA)

Applicable to: All Contracts

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

By signing below the contractor agrees to comply with the above applicable Federal Clauses and Certifications

Date: _____

Company Name: _____

Authorized Name: _____

Signature: _____

Title: _____